



**Montana Fish,
Wildlife & Parks**

INVITATION FOR BID

THIS IS NOT AN ORDER

Department of Fish, Wildlife & Parks
Purchasing Unit
930 West Custer Avenue
P. O. Box 200701
Helena, Montana 59620-0701
Phone: (406) 495-3249
Fax: (406) 495-3253

Company Name/Address: (correct any errors)

Bid No.: FWP #050193

Bid Title: Mobile Office

Pages: 1-7

BIDS will be received and publicly opened at **2:00 p.m.** on:
Monday, April 25, 2005

Issued by:
Mary House, Purchasing Officer

**MARK FACE OF BID ENVELOPE UNDER YOUR RETURN
ADDRESS WITH THE FOLLOWING:**

FWP #050193
04/25/05

RETURN YOUR BID TO:

Department of Fish, Wildlife & Parks
930 West Custer Avenue
P.O. Box 200701
Helena, MT 59620-0701

SPECIAL INSTRUCTIONS: BIDS will be received and publicly opened at:
Department of Fish, Wildlife & Parks (Warehouse)
930 West Custer Avenue
Helena, MT 59620

PLEASE COMPLETE

Delivery Date:

Payment Terms: Net 30 Days

Company Name/Address: (if different)

Phone: ()

Fax: ()

Bidder Name:
(please print)

Federal I.D.
No.:

Signature of
Bidder:

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://www.discoveringmontana.com/doa/gsd/css/Resources/ReciprocalPreference.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract,

unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

Revised 4/04

BILL TO: FISH WILDLIFE & PARKS
PARKS DIVISION
PO BOX 200701
HELENA MT 59620-0701

F.O.B. ADDRESS: FISH WILDLIFE & PARKS
MISSOURI HEADWATERS STATE
PARK
THREE FORKS MT

Provide and deliver F.O.B. Jordan, Montana, mobile office per the following minimum specifications.

MISSOURI HEADWATERS STATE PARK MOBILE OFFICE TRAILER

1. **BUILDING DESCRIPTION:** Mobile office unit. Approximately 12' x 36' with an 11 x 8' porch, a 11' x 15' great room (two room unit) and an adjoining 11' x 12' room. The great room will include a 24"d x 48"w closet, and a 24"d x 36" with laminated formica counter with backsplash and plumbed vanity sink. The adjoining room will include a 24"d x 36" wide closet.
2. **MANUFACTURER REQUIREMENTS:** Mobile office is to be built by a commercial mobile manufacturer.
3. **CODE REQUIREMENTS:** Office trailer is to be built to IBC, IECC (International Energy Conservation Code), Montana State inspected with seals attached in accordance with state law.
4. **DELIVERY:** Supplier shall deliver building to Missouri Headwaters State Park in Gallatin County, near Three Forks, Montana.
5. **SETUP:** The Department of Fish, Wildlife & Parks (FWP) will complete the setup of the mobile office following delivery, including: blocking and securing the unit per local code, connecting all utilities, and providing access.

I. STEEL TRAILER & SUPPORT FRAME:

- a. Office shall be constructed on steel trailer frame. Trailer frame shall incorporate minimum 10" I-beam main rails with outriggers for perimeter support of cabin walls. Trailer hitch to be constructed of same 10" I beam material, approximately 42" from frame to ball. Axles are to be two brake and one idler. Axle assembly and hitch to be detachable from steel frame.

II. FLOOR SYSTEM:

- a. Floor framing to be minimum 2x6 No. 2 grade yellow pine, douglas fir or larch joists @ 16 inches on center with triple banded front and rear walls. Floor system to be bolted to steel frame. Tongue & groove (T&G) OSB (3/4" subfloor specific) floor sheathing (glued & fastened) overlaid with 1x4 T&G yellow pine or oak, sanded and sealed with polyurethane finish. Floating laminate finish floor option will be considered.
- b. Floor to be insulated between framing with fiberglass batt to meet IECC Code. Belly wrap shall be wire mesh reinforced.

III. EXTERIOR DECK (PORCH):

- a. The 8 x 12 foot exterior deck is to be supported by the same frame as the interior section. The floor system will be supported by treated 2 x 6 joists, 16" on center. Decking to be 5/4" x 6" pressure treated, synthetic wood, or 2x6 cedar. Decking is to be attached with screws.
- b. Deck railings to be cedar 2x4 rails with 2x2 pickets. Pickets to be fastened 3 inches apart, around deck perimeter, except for one 3-foot opening for access. The roof system will be the same as the interior except for insulation. The deck roof is to be supported by cedar 4x4 corner posts.
- c. Exterior running trim to include 2 x 8 perimeter cedar base-board over floor and porch framing all sides.

III. ELECTRICAL:

- a. Wire to NEC Code.
- b. 50 amp minimum distribution panel securely flush-mounted in wall.
- c. The distribution panel must include a main breaker for branch circuit disconnect purposes.
- d. All circuits must be clearly labeled in panel.
- e. All electrical boxes are to be fixed to studs.
- f. Provide 8 gallon electric water heater or "on-demand" water heater under sink counter.
- g. No. 12 AWG minimum wire size for lighting and receptacles.
- h. Provide 25' power cord from panel to under the chassis.
- i. Outdoor brass coach lights at doors with indoor switch.
- j. Ceiling lights in both rooms.
- k. Light switches to be located on the latch side of doorways 48-52 inches above floor level.
- l. Outlets must be located so that no point along any wall will be more than 6 feet from a receptacle. Receptacle outlets should be placed 12-15 inches above the floor line.
- m. Exterior GFI receptacles at both front and back of unit.
- n. Smoke detectors in each room, hardwired with battery backup
- o. Electric heat with remote thermostat. FWP to determine location on shop drawings.
- p. Electric air conditioning is to be provided for each interior room.
- q. Four double line phone jack plates to be mounted with boxes 12-15 inches above floor. FWP to determine locations on shop drawings.

IV. SAFETY

- a. One fire extinguisher shall be included.

V. WALLS

- a. Exterior – Exterior walls to be framed with 2x4s on 16-inch centers. Sidewall height to be 7.5 feet, with double headers above all openings. OSB exterior sheathing with house wrap. Exterior finish is to be cedar board and batten siding vertically run. Exterior to be stained and sealed with FWP selected stain. Exterior walls are to be insulated to meet IECC Code.
- b. Interior - Interior walls to be framed with 2 x 4s on 16" centers. Finished ½-inch drywall, taped and textured throughout interior, primed and coated with two coats of paint. Interior walls to be trimmed with 1x solid wood molding.

VI. WINDOWS & DOORS

- a. Unit to include seven single hung or casement double-pane glazed wood-tone windows with welded vinyl frames, and screens. Windows are to be 24 w x 30 h minimum size. Alternate windows and window sizes will be considered. White metal mini-blinds are to be included with each window.
- b. The gable end door to deck is to be steel with insulated core, with window and lower panel pattern. Gable end door is to be 36-inches wide. Second exterior door is to be steel with insulated core, located on the side of the great room. Second exterior door is to be 32-inches wide. FWP will determine final location of second exterior door on shop drawings. Second door will be insulated steel with peephole. Exterior doors height is to be 7 feet. Steel frames on all doors.
- c. Exterior doors to include three fully mortised heavy-duty hinges, locksets, and deadbolts. Deadbolt must be single cylinder (thumb-turn on inside) and have a 1-inch minimum throw.
- d. Interior door to be 36-inch wide raised 6-panel steel in a steel frame with lockset. Interior door height is to be 7 feet.
- e. Closet doors are to be 32-inch wide wood panel in wood frames.
- f. Exterior and interior windows and doors to be trimmed with 1 x solid wood molding.

VII. ROOF

- a. Roof to be framed with engineered roof trusses, 4/12 minimum sloped with 7/16 OSB roof decking under 30 lb felt paper and cedar sawn shingles. Brown metal drip edge. Ceiling insulation to meet IECC. Interior ceiling to be textured 5/8-inch drywall.
- b. Trim roof with 1 x 8 cedar fascia board and 1 x 4 drip board. Stain and seal to match siding. Eave projection to be 8-inch minimum all sides.

VIII. GENERAL CONSTRUCTION

- a. Potential air leaks such as corner and floor joists and electrical outlets should be sealed throughout. Caulking quality rating shall be 25-year minimum.
- b. The office building is to include a one-year manufacturers warranty against material and manufacturing defects.

Cost for One ONLU: \$ _____
Brand/Model: _____
Warranty: _____
Delivery Date: _____

Delivery will be requested on or before June 15, 2005

DESCRIPTIVE LITERATURE

Complete manufacturer's descriptive literature sufficient in detail to establish quality and compliance with all specifications must be submitted with each bid. The State reserves the right to examine products further to determine compliance with the stated specifications.

NOTE TO VENDORS:

- A) Failure to display Invitation For Bid FWP #050193 on your sealed bid envelope may result in bid disqualification.

HAVE YOU REMEMBERED TO:

- * Bid F.O.B. Destination (Ship To: Address) Freight Prepaid
- * Mark envelope or box with bid number and opening date in upper left hand corner
- * Review "Standard Terms and Conditions"
- * Sign your bid on the cover sheet
- * Initial all bid/pricing changes you made
- * Review and complete all listed requirements to ensure compliance
- * Include literature (if requested)
- * Include Montana-Made preference affidavit, if applicable
- * Have current Montana resident preference affidavit in place, if applicable